

*Contract no. 105*

**AGREEMENT**

**between**

**CITY OF WILDWOOD**

**CAPE MAY COUNTY, NEW JERSEY**

**and**

**CIVIL AND PUBLIC EMPLOYEES LOCAL NO. 1983  
INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES**

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**JANUARY 1, 1990 THROUGH DECEMBER 31, 1992**

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CITY OF WILDWOOD/CAPE 1983  
AGREED UPON CONTRACT LANGUAGE CHANGES

PREAMBLE

This Agreement, entered into this 9th day of October, 1990, by and between the CITY OF WILDWOOD, in the County of Cape May, New Jersey, a Municipal Corporation of the State of New Jersey (hereinafter called the "City"), and LOCAL NO. 1983, CIVIL AND PUBLIC EMPLOYEES OF WILDWOOD, N.J., INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES, AFL-CIO (hereinafter called the "Union"), represents the complete and final understanding of all bargaining issues between the City and the Union.

ARTICLE I - PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303 of the Laws of 1968, and as amended (N.J.S.A. 34:13A-5.1 et seq.) of the State of New Jersey, to promote and ensure harmonious relations, cooperation and understanding between the City and its employees; to prescribe the rights and duties of the City and employees; and to provide for the resolution of legitimate grievances, all in order that the Public Service shall be expedited and effectuated in the best interest of the people of the City of Wildwood and the employees of the City.

## ARTICLE II - RECOGNITION

In accordance with the "Certificate of Representation" of the Public Employment Relations Commission dated July 9, 1971 (Docket No. RO-277) the City recognized the Union as the exclusive collective negotiations agent for all employees covered in the aforementioned Certification and more specifically enumerated by job titles as set forth in the Appendices to this Agreement.

## ARTICLE III - MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States of America, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City Government and its properties and facilities and the activities of its employees.

2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.

3. To take any permissible disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof, provided they are in conformance with the Constitution and Laws of the State of New Jersey and the United States of America.

C. Nothing contained herein shall be construed to deny or restrict the City and its powers, rights, authority, duties and responsibilities under N.J.S.A. 40, 40A, 11 or other national, state, county or local laws or ordinances.

D. The failure to exercise any of the foregoing rights, or any other management rights, shall not be deemed to be a waiver thereof.

#### ARTICLE IV - DEFINITIONS

The following words and terms, when used in the contract, shall have the following meanings unless the contents clearly indicate otherwise and as defined by the New Jersey Department of Personnel in the Classified Service.

PERMANENT EMPLOYEE: An employee who has acquired permanent status in his/her position after the satisfactory completion of a working test period.

TEMPORARY EMPLOYEE: Persons appointed to a temporary position as provided under New Jersey Department of Personnel Rules for a period or recurring periods totaling not more than four (4) months in any 12-month period.

PROVISIONAL APPOINTMENT: Means the appointment to a permanent position pending permanent appointment of an eligible person from a special reemployment, regular reemployment or employment list.

PART-TIME EMPLOYEE: An employee whose regular hours of duty are less than the assigned regular and normal week for the work unit.

SEASONAL: Employees who are hired (on a temporary basis) during the seasonal period of May 1 through October 31 of any given year.

RETIRED EMPLOYEE: Employees who retire from a state administered retirement system.

DEPENDENTS: Includes employees, spouse and any employee's unmarried children (including any step-children, legally adopted children and foster children) dependent upon employee for complete support and maintenance and who have been reported for insurance between birth and 19 years of age, or 23 years of age if a full-time student attending an accredited college. The aforementioned definition of dependents shall bar any other qualified dependent from benefits available. Notwithstanding this section, the criteria of the New Jersey State Health Benefits program shall be the final determinant for dependent status and coverage for health insurance purposes.

GRIEVANCE: Any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement which may be raised by an individual or the Union.

OVERTIME: Any hours worked beyond normal scheduled hours as defined herein.

ANNIVERSARY DATE: Anniversary date, for the purposes of CALCULATING longevity for any employee who achieves full-time status during any given year, shall be considered from initial date of hire, provided initial hire was in a provisional or permanent full-time capacity only.

#### ARTICLE V - SENIORITY

A. For the purpose of accruing benefits payable, including, but not limited to, vacations, sick leave, longevity and assignments, seniority shall be defined as "continuous and uninterrupted employment with the City from date of initial provisional or permanent hire."

B. For purposes of layoff or demotion, seniority shall be defined as "the amount of time which an employee has served in a permanent capacity in a title on the same level from which he/she is being laid off or being demoted regardless of (departmental) unit."

C. The City shall utilize experience, ability, aptitude, qualifications, performance record, attitude and the result of the New Jersey Department of Personnel Examination process as the criteria for promotion of employees to job classifications having a higher rate of pay. When all of the aforementioned items are subsequently equal, seniority (using the definition in Section B, above) shall be the deciding factor.

D. The City shall mail or hand deliver to the Union business representative and chief shop steward, at the Union office address to be supplied to the City by the Union, copies of all job opportunities bulletins, NEW JERSEY DEPARTMENT OF PERSONNEL test notifications and all other correspondence, notices, or other materials forwarded to or received from the NEW JERSEY DEPARTMENT OF PERSONNEL concerning job openings or opportunities within 72 hours of receipt of transmittal of same.

#### ARTICLE VI - GRIEVANCE PROCEDURE

A. Purpose.

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions to this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employee morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss that matter informally with any member of the departmental supervisory staff or City personnel office and having the grievance adjusted without the intervention of the Union.



B. Grievance Procedure.

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless a step is waived by mutual consent.

STEP ONE:

1. An aggrieved employee shall institute action under the provisions hereof within two (2) working days of the occurrence of the grievance and an earnest effort shall be made to solve the difference informally between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within the said two (2) working days shall be deemed to constitute abandonment of a claim.

2. The supervisor shall render his decision within two (2) full working days after receipt of the grievance.

STEP TWO:

1. In the event a satisfactory settlement has not been reached, the employee shall, in writing and signed, file his complaint with the department director (or his representative) within five (5) working days following the determination by the supervisor.

2. The department director or his designee shall render a decision in writing within five (5) days from the receipt of the grievance.

STEP THREE:

1. In the event the grievance has not been resolved at STEP TWO, then within ten (10) working days following the determination of the department Director the matter may be submitted to the Business Administrator.

2. The Business Administrator shall review the matter and make a determination within ten (10) working days from the receipt of the complaint. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.

STEP FOUR:

In the event that a grievance has not been resolved at STEP THREE, the employee may, within ten (10) working days following receipt by him/her of the determination of the Business Administrator, submit the matter to the Public Employment Relations Commission for binding arbitration. In the event that the employee shall elect to submit the grievance to binding arbitration, the following provisions shall apply:

1. An arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.

2. The arbitrator shall be bound by the parameters of the grievance definition stated in ARTICLE IV of this Agreement.

3. The decision of the arbitrator shall be binding upon the parties.

4. The costs of the services of the arbitrator shall be borne by the party against whom the arbitrator's ruling is rendered. The arbitrator shall set forth the findings of fact and reason for making the award within ten (10) days after the conclusion of the arbitration hearing, unless otherwise agreed to by the parties.

5. The election by an employee to proceed with binding arbitration shall be exclusive, and, by electing binding arbitration, an employee shall be deemed to have irrevocably waived all rights to pursue any and all remedies pursuant to and before the **NEW JERSEY DEPARTMENT OF PERSONNEL**.

6. In no event shall the provisions of this STEP FOUR be construed to prevent the City from seeking legal relief, including injunctive relief, to enforce any of the terms and conditions hereof.

Nothing contained herein shall deprive or prevent an employee from utilizing existing New Jersey Department of Personnel remedies for the appeal and review of disciplinary actions.

C. Union Representation in Grievance Procedure.

1. The shop steward (or Union representative) may be present and participate in the grievance procedures at STEP ONE.

2. The business agent for the Local Union may participate in the grievance procedure at STEP TWO and at all STEPS subsequent thereto.

3. The international representative of the Union and any other Union personnel deemed appropriate by the business agent may participate in the grievance procedure at STEP THREE and at all STEPS subsequent thereto.

4. At any meeting between a representative of the City and an employee in which discipline (including warnings which are to be included in the personnel file, suspension, demotion, discharge or withholding of wages because of tardiness or unauthorized absence) is to be announced, a Union representative may be present if the employee so requests.

5. An employee shall be given time off with pay for time used in the presentation of grievances pursuant to the grievance procedure. Grievances on behalf of a class of employees (more than three) shall only have the affected employees released with pay for time to give testimony only, and not to observe the overall proceedings, if, in the opinion of the City, normal City operations will be adversely affected. Witnesses who are not part of a claim shall be given time off with pay for the purpose of testifying before a grievance hearing officer, if required.

D. Labor-Management Committee.

There is herewith established a Labor-Management Committee to serve as a forum for representatives of the City and the Union to meet and discuss items such as training, equipment, uniforms, safety procedures and other subjects relevant to the Union and the City of Wildwood. Its composition shall include the shop stewards of the Union, the Public Works and Water & Sewer Directors, City Personnel Officer and the City Business Administrator. It shall be chaired by the Business Administrator and its actions shall be non-binding upon the city and advisory only.

**ARTICLE VII - UNION REPRESENTATIVES**

A. Accredited representatives of the Union may enter the City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Union decides to have its representatives enter the facilities or premises, it will request such permission from the City Business Administrator OR HIS DESIGNEE and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations of the business of City Government or normal duties of employees nor meetings held on City time or property.

B. A shop steward from each of the following work groups will be elected by the membership of that work group to represent the Union with the City. The Union shall provide the City with a constantly updated lists of stewards. (List of steward groups to be inserted.)

C. The City will allow the Chief Shop Steward a reasonable amount of time to conduct union business relating to the administration of the contract and employee problems in regard to their employment during working hours provided that normal City operations will not be adversely affected. Shop Stewards will be limited to one (1) hour per week, excluding time spent at Departmental Hearings. All work relating to Union organization, negotiation proposals, and non-City related matters may only be discussed during non-working hours.

#### ARTICLE VIII - HOURS AND OVERTIME

A. The normal working week shall consist of thirty-five (35) hours for all employees covered by this collective bargaining agreement.

B. Overtime Payment

1. All work performed in excess of the specified hours in any work week shall be paid for at the rate of time and one half. Vacation time, holidays, and sick days shall not count as time worked for overtime purposes. Excess hours between the regular schedule and 40 hours per week may be accrued at compensatory time or sick leave in lieu of overtime payments at the employee's request.

2. No employee shall receive overtime payment for working on an unscheduled day if and when he is sick the regularly scheduled work day prior to and the regularly scheduled day after the work is performed.

C. All compensatory time earned in a given year shall be taken by June 30th of the succeeding year. Time not taken shall be converted into accumulated sick leave. The employee shall be responsible for requesting the use of such earned time, and the City shall not unreasonably withhold permission for its use.

D. The provisions of Paragraph B of this Article shall, however, not apply to those employees who have voluntarily chosen to accept seasonal employment by the City in addition to their regular year-round employment by the City.

E. In the distribution of overtime work, performance over temporary or seasonal employees shall be given to permanent full time employees. Overtime shall be distributed as equitable as possible.

F. The overtime provisions of this Article shall apply only to permanent or provisional employees.

G. STANDBY, CALLOUT AND OVERTIME

1. Standby - An employee placed on "standby" - being required to be available for a "callout" on his off duty hours, shall be provided an electronic paging device which he/she shall have on his person and turned on during the time the employee is on standby. Upon receiving a callout, the employee shall respond to the callout within 30 minutes of the call. Standby duty shall be equitably rotated among all employees deemed by management to be qualified to handle the necessary callout duties. To be eligible for standby pay, an employee must actually be assigned and required to be on standby. Possession of an electronic paging device does not in itself make one eligible for pay.

Employees may not refuse a standby assignment.

In recognition that the needs of the City for standby workers varies from Department to Department and varies by season, compensation for standby assignments shall be as follows:

WATER UTILITY: Each standby assignment shall be considered to be for an eight (8) hour shift. Employees may be assigned two (2) consecutive shifts of standby. Each eight (8) hour shift shall be compensated with two (2) hours of pay at the employee's regular rate of pay. Employees who are called out shall receive call-out pay IN ADDITION TO standby pay.

SEWER DIVISION: Employees in the Sewer Division may be required to be on standby assignment during peak user periods. When so assigned they shall be compensated in the same manner as employees of the Water Utility.

TRAFFIC OPERATIONS: Employees in Traffic Operations may be required to be on standby assignment periodically. When so assigned they shall be compensated in the same manner as employees of the Water Utility and Sewer Division.

## 2. Call-out

(a) Each employee required to return to work as the result of a standby call-out or an emergency call-out shall be compensated with call-out pay. Call-out pay shall consist of a minimum of two (2) hours pay at one and one half (1 1/2) times the employee's regular rate of pay.



(b) If a call-out requires less than two (2) hours work and the employee receives another call-out(s) during the same period, there shall be no additional compensation unless said additional call-out(s) cause employee's time worked to exceed two (2) hours, in which case he shall be compensated at one and one half (1 1/2) times his regular rate of pay for the time actually worked.

(2) After the initial two hour period and when all work resulting from call-outs during that period has been completed, the process described in a. & b. above shall begin again and continue until the end of the standby assignment.

H. Each employee shall be entitled to two (2) uninterrupted ten (10) minute coffee breaks per day, one in the morning and one in the afternoon, each of which shall be taken at a time and place which shall be in the absolute and sole discretion of the City.

#### ARTICLE IX - HOLIDAYS

A. The following Holidays shall be recognized for provisional and permanent employees:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Good Friday	General Election Day
Easter Monday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

B. The holidays scheduled in the foregoing paragraph shall be considered to be celebrated on Friday if the same fall on Saturday and shall be considered to be celebrated on Monday if the same fall on Sunday.

C. Employees who are scheduled to work on the recognized holidays noted in this Article shall be entitled to receive the regular straight time pay to which such employees would have been entitled had they not worked on said holiday and shall in addition be paid at the rate of one and one-half for the actual hours they worked on said holiday.

D. Employees who are normally scheduled to work a work week other than a normal Monday through Friday work week shall receive the same holiday benefits as do all other employees. If, during the regular scheduled work week of such employees, a holiday occurs and it does not occur on a regular work day of such employee, said employee shall be entitled to the last day of his work week as a holiday. If said employee is required to work on the last day of his work week, he will receive for working on said holiday, holiday pay. That is, he will be paid for the holiday as such, and in addition he will be paid time and one-half for the actual hours which he works in such day.

E. Employees shall be granted a holiday whenever same is declared by Proclamation of the President of the United States or the Governor of the State of New Jersey, subject to paragraphs C and D of this Article.

F. Employees shall have two "Floating Holidays" in addition to "A" above to be taken at the employee's discretion, provided that at least 48 hours notice to take such a day be provided the City and that the City determines that the conduct of City business will not be adversely affected by the employee's absence on that particular day. Floating holidays not taken in a calendar year may not be carried over to the next year, but may be added to the employee's accumulated sick leave. If by request of the City, prior to January 31st of each year, the Union votes (by a simple majority) to have all employees take a specific day off, that will count as a floating holiday and as the equivalent of a regularly scheduled holiday.

G. In order to be paid for a Holiday, the employee must work on the day before and the day after the holiday in order to be paid for the holiday, unless the employee is on an authorized vacation leave, the absence is part of an extended sick leave (using at least three days of consecutive sick leave), or otherwise provides substantial evidence of an illness for the period. This clause is expressly provided to prevent abuse by employees of sick leave by taking "extended weekends" on holiday weekends.

## ARTICLE X - VACATIONS

A. Annual vacation leave with pay shall be earned as follows:

1. The rate of one working day of vacation for each month of service during the remainder of the calendar year following the day of appointment

2. Twelve (12) working days vacation thereafter for every year and up to ten years of service

3. Fifteen (15) working days vacation after the completion of ten (10) years of service and up to twenty (20) years of service

4. Twenty (20) working days vacation after the completion of twenty (20) years of service.

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority, unless the appointing authority determines that it cannot be taken because of the pressure of work. Any unused vacation shall be carried forward into the next succeeding year only. Should the vacation time not be taken in the carry-forward year, it shall be added to the employees accumulated sick leave.

C. The vacation provisions of this Article shall apply only to permanent or provisional employees.

## ARTICLE XI - HOSPITALIZATION & INSURANCE

A. The City at its sole cost shall provide, for all permanent and provisional employees who have been on the payroll for three (3) months at the beginning of the fourth (4th) month, health benefits insurance as follows:

1. Enrollment in the New Jersey State Health Benefits Program OR ITS EQUIVALENT as provided as of the effective date of this contract for Hospitalization, Medical, laboratory (Rider J) and Major Medical or Health Maintenance Organization benefits (HMO). HMO benefits shall be paid at the maximum of the cost to the City of the other benefits. Any additional HMO costs will be borne by the employee through a payroll deduction.

2. Enrollment in health insurance programs that provide substantially similar benefits and procedures to the policies noted below:

1990 - PCS Prescription Drug Plan with \$2.00 co-payment

1991 - EFFECTIVE JANUARY 1, 1991 PCS PRESCRIPTION DRUG PLAN WITH \$3.00 CO-PAYMENT FOR GENERIC DRUGS AND \$5.00 CO-PAYMENT FOR NAME BRAND DRUGS.

Health Service Incorporated (HSI - Blue Cross-Blue Shield) Basic and UCR Dental Plan

Health Service Incorporated (HSI - Blue Cross-Blue Shield) Free standing Vision Plan

B. The City shall pay one half (1/2) the cost of a disability insurance plan for each permanent and provisional employee. The City's contribution shall not exceed Five Dollars and Seventy-Five Cents (\$5.75) per month per employee.

## ARTICLE XII - PERSONAL LEAVES

### A. Sick Leave

#### 1. Service Credit for Sick Leave

(a) All permanent and provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.

(b) Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods because of death in the employee's immediate family or for the attendance of the employee upon a member of the employee's immediate family who is seriously ill.

(c) Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during such a period of illness (b).

#### 2. Amount of Sick Leave

(a) The minimum sick leave with pay shall accrue to any permanent or provisional employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment, and fifteen (15) working days on every calendar year thereafter.

(b) Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

(c) Upon termination, the City shall certify to the New Jersey Department of Personnel the employee's accumulated sick leave which shall be made a part of the employee's permanent record.

### 3. Reporting of Absence on Sick Leave

(a) If an employee is absent for reasons that entitle him/her to sick leave, his/her Department Director or Supervisor shall be notified no later than thirty (30) minutes after the employee's starting time, except in those work situations where notice must be made prior to the employee's starting time.

(b) Failure to notify his supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(c) Absence without notice for five (5) consecutive work days shall constitute a resignation.

### 4. Verification of Sick Leave

(a) An employee who shall be absent on sick leave for five (5) or more consecutive working days may, in the absolute and sole discretion of the City, be required to submit acceptable medical evidence substantiating said illness.

- i. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year, consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year, unless such illness is of

a chronic or recurring nature requiring recurring absences of one day or less, in which case only one certificate shall be necessary for a period of six (6) months.

ii. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

(b) In case of leave of absence due to exposure to contagious disease, a certificate from the County Department of Health shall be required.

(c) The City may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the City, by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

#### 5. Sick Leave Termination

(a) An employee shall be reimbursed for accrued sick leave in accordance with the provisions of the City of Wildwood Ordinance No. 1010 as amended, except it is specifically understood that the amount shall be "capped" at one-hundred twenty-five (125) days or the employee's unused allotment as of December 31, 1986, whichever is higher.



(b) In the event of the death of an employee who has not utilized accumulated sick leave, said employee's estate shall be compensated for accumulated unused sick leave in accordance with the terms and conditions set forth in Article XII, paragraph 5(a), hereinabove.

6. An employee who uses 2 or less sick days in a single calendar year shall receive 3 personal leave days in the following year to be taken in a manner identical to that of a "floating holiday" as described above. If such leave cannot be taken due to denial of the time by the City, it shall be paid in cash at the end of the second year.

B. Bereavement Leave

1. Each permanent or provisional employee shall be permitted a maximum of five (5) consecutive leave days, commencing on the day or the day subsequent to the day of death of any of the following:

Mother, Father, Brother, Sister, Son, Daughter,  
Husband, Wife, Parent-in-Law and any individual  
permanently residing in the same household with  
the **EMPLOYEE**.

2. Each permanent or provisional employee shall be permitted one day leave to attend the funeral of any of the following:

Grandfather, Grandmother, Grandson, Granddaughter,  
Son-in-Law, Daughter-in-Law, Aunt, Uncle, Niece,  
Nephew, Brother-in-Law or Sister-in-Law.

#### ARTICLE XIII - LONGEVITY

A. The following longevity plan shall be continued for all permanent and provisional employees hired prior to January 1, 1987 only, based upon the employee's length of continuous and uninterrupted service with the City:

1. Five (5) years of service - 2% longevity pay based upon employee's base salary
2. Ten (10) years of service - 4%
3. Thirteen (13) years of service - 6%
4. Sixteen (16) years of service - 8%
5. Nineteen (19) years of service - 10%
6. Twenty-two (22) years of service - 12%
7. Twenty-five (25) years of service - 14%

Employees hired subsequent to December 31, 1986, shall not be entitled to any longevity payment.

B. Deputy pay shall be included in the computation of longevity.

C. Longevity shall be computed as of January 1 and July 1 of each year.

#### ARTICLE XIV - TEMPORARY OR SEASONAL EMPLOYMENT

Temporary or seasonal employees compensated at an hourly wage rate for those titles noted below shall be paid at the discretion of the City not more than a rate provided for said skill pursuant to this contract.

Comfort Station Attendants

Paper-pickers (designated as laborers)

Clerical Employees

Laborers (other than paper-pickers)

ARTICLE XV - SALARIES AND COMPENSATION

A. SALARY SCHEDULE

1. EFFECTIVE RETROACTIVELY TO JANUARY 1, 1990 BASE SALARIES SHALL BE INCREASED BY FIVE PERCENT (5%) OVER EACH EMPLOYEE'S 1989 SALARY.

2. EFFECTIVE JANUARY 1, 1991 BASE SALARIES SHALL BE INCREASED BY FIVE AND ONE-HALF PERCENT (5 1/2%) OVER EACH EMPLOYEE'S 1990 SALARY.

3. EFFECTIVE JANUARY 1, 1992 BASE SALARIES SHALL BE INCREASED BY SIX PERCENT (6%) OVER EACH EMPLOYEE'S 1991 SALARY.

4. IN ADDITION TO THE ABOVE, IN THE CALENDAR YEAR 1990 ALL CLERICAL PERSONNEL SHALL RECEIVE AN ANNUAL STIPEND OF ONE HUNDRED AND FIFTY DOLLARS (\$150) PAYABLE IN THE FIRST PAY OF DECEMBER 1990. IN CALENDAR YEAR 1991 ALL CLERICAL PERSONNEL SHALL RECEIVE AN ANNUAL STIPEND OF TWO HUNDRED DOLLARS (\$200) PAYABLE IN THE FIRST PAY OF 1991.

5. MINIMUM AND MAXIMUM SALARIES FOR ALL BARGAINED TITLES ARE SET FORTH IN APPENDICES "B", "C" AND "D".

6. NO NEWLY HIRED EMPLOYEE WILL RECEIVE A HIGHER SALARY IN ANY JOB TITLE BEYOND WHAT IS BEING EARNED BY AN EXISTING EMPLOYEE IN THE SAME JOB TITLE.

B. NEW TITLES - Titles not presently listed in Appendix A, but created through administrative action, shall be placed on the Salary Schedule at an appropriate grade, minimum and maximum salary, commensurate with the responsibilities of the position and other similar positions, after review by the Labor Management Committee.

C. DEPUTY PAY - Assigned Deputy positions shall receive, in addition to their regular salary, \$1,000.00 per year, which amount shall be utilized in the computation of longevity. Assigned Deputies shall be limited to a maximum which shall not exceed that number in existence at the time of execution hereof.

D. SHIFT DIFFERENTIAL - Effective upon ratification and approval of this agreement, for the term hereof, payment shall be made for working other than the normal shift for the work unit as follows:

1. SECOND SHIFT - \$.32 PER HOUR OVER THE FIRST (NORMAL) SHIFT RATE.
2. THIRD SHIFT - \$.40 PER HOUR OVER THE FIRST (NORMAL) SHIFT RATE.

E. PROMOTIONS - Employees who have not reached the maximum salary for their Grade, and who receive a promotion to a higher Grade shall receive Four Hundred (\$400.00) Dollars per Grade, prorated for the balance of the year in which the promotion is received.

F. REQUIRED LICENSES - During the term hereof, employees who are required to possess a State issued license as a condition precedent to maintain their employment, shall in addition to their regular salary, be compensated \$500.00 annually.

1. During the term hereof, each employee shall be compensated only if said employee possesses a license as follows:

(a) Stationary Engineer licenses as follows:

- i. First Class - gold seal
- ii. Second Class - red seal
- iii. Third class - blue seal
- iv. Number Four - black seal

(b) No employee shall be compensated for holding more than one of the enumerated licenses.

**G. TOOL ALLOWANCE - ALL MECHANICS AND SENIOR MECHANICS** in the Fleet Maintenance Division of the Public Works Department shall receive, an annual stipend of one hundred dollars (\$100) to compensate for lost or damaged tools. **COMMENCING IN 1991 SAID PAYMENT SHALL BE MADE IN DECEMBER OF EACH YEAR UPON THE SUBMISSION TO THE FINANCE OFFICE OF A PROPERLY EXECUTED VOUCHER.**

#### **ARTICLE XVI - BULLETIN BOARDS**

Bulletin Boards shall be made available by the City and shall be designated "union Bulletin Boards." These Bulletin Boards may be utilized by the Union for the purpose of posting union announcements and other information of a non-controversial nature. The Department Director of the area or his representative may have removed from the Bulletin Board any material which does not conform with the intent and provisions of this Article.

#### ARTICLE XVII - WORK RULES

It is acknowledged that the City shall adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that same are not contrary to this agreement. If it is alleged that any such rules and regulations are contrary to this Agreement, then the Union may grieve with reference to same. Copies of all Departmental work rules or modifications to same shall be supplied to each Departmental Steward.

#### ARTICLE XVIII - NO STRIKE PLEDGE

A. The union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of an employee from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the City. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any Union member shall entitle the City to invoke any of the following alternatives:

1. Withdrawal of dues deduction privileges

2. Such activity shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Civil Service Law.

C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the City.

D. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

#### ARTICLE XIX - NON-DISCRIMINATION

A. There shall be no discrimination by the City or the Union against an employee on account of age, color, creed, sex, national origin, political affiliation or handicap.

B. All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

C. There shall be no discrimination, interference, restraint or coercion by the City or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees who are not members of the Union and shall not solicit membership in the Union or the payment of dues during working time.

#### ARTICLE XX - DEDUCTIONS FROM SALARY

A. The City shall deduct from the salaries of its employees who are members of the Union, subject to this Agreement, Union dues. Such deductions shall be made in compliance with Chapter 310 of the Public Laws of 1967, N.J.S.A. 52:14 et. seq.

B. City shall deduct from the salaries of all permanent and provisional employees, subject to this Agreement, who are not Union members, a representation fee in lieu of dues for services rendered by the Union, in an amount equal to 85% of the Union's regular membership dues to the extent permitted by law; to the extent provided and limited pursuant to Chapter 30 of the Public Laws of 1967 (N.J.S.A. 52:14 et. seq.); and to the extent that any assessment is imposed upon its local membership, Union may assess those non-union members identified in this Paragraph B to a maximum of 85% of any assessment; provided, however, that said assessment and the proceeds thereof shall be used solely and exclusively for legal costs and dues.



C. The deductions referenced in Sections A and B hereinabove, together with detailed records relating thereto, shall be transmitted to the Union Office by the fifteenth day of each month following the monthly pay period in which said deductions were made.

D. Union shall indemnify and hold harmless, including legal fees, City from and on account of any and all claims by a City employee or any third party for the improper deduction of such dues or fees which improper deduction was not occasioned by negligence of City.

E. If during the life of this Agreement there shall be any change in the rate of membership dues, Union shall furnish to City written notice prior to the effective date of such change.

F. Union will provide the necessary "check-off authorization" forms and deliver the signed forms to the City Controller. Union shall indemnify, defend and shall save the City harmless against any and all claims, demands, suits or other form of liability that may arise out of or by reason of action taken by the City in reliance upon salary deduction, authorization cards submitted by Union to City.

## ARTICLE XXI - MISCELLANEOUS

A. If permitted pursuant to specific statutory authority, employees shall be permitted to reacquire pension rights to which employee is presently entitled as a matter of law. In no event, however, shall the City's contribution thereto be greater than the amount which the City would have been required to contribute if the pension contribution had been made in the year for which employee is reacquiring said pension rights.

B. At the time of the negotiation of the successor Agreement hereto, the City, upon written demand therefore, shall within ten (10) days, provide the Union with a list of all personnel, together with their classification, who are members of the Union.

C. All disciplinary hearings conducted by the City against any individual represented by the Union shall be recorded on tape. A copy of said tape shall be prepared by the City and shall be provided to the Chief Shop Steward of the Union within the time limit provided for appeal from the decisions rendered. City shall have no responsibility to transcribe said tape.

## ARTICLE XXII - SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of the law or by a court or other tribunal of competent jurisdiction, such provisions shall be inoperative, but all other provisions shall not be affected thereby, and shall continue in full force and effect.

#### ARTICLE XXIII - FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargaining issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by the Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXIV - TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1990 to December 31, 1992. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least one hundred eight (180) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Wildwood, New Jersey, on this 9<sup>th</sup> day of October, 1990.

LOCAL NO. 1983,  
CIVIL AND PUBLIC EMPLOYEES,  
INTERNATIONAL BROTHERHOOD OF  
PAINTERS AND ALLIED TRADES,  
AFL-CIO

CITY OF WILDWOOD,  
CAPE MAY COUNTY,  
NEW JERSEY

BY: Ralph Williams

BY: Ralph E. Skates  
Mayor

ATTEST: Laurenz Allum

ATTEST: Patricia J. J. J.  
City Clerk

APPENDIX A

POSITION TITLE GRADES

DEPARTMENT OF WATER & SEWER TITLES

<u>TITLE</u>	<u>GRADE</u>
Assistant Chief Pumping Station Operator	9
Assistant Water Foreman	7
Groundskeeper	4
Laborer	4
Maintenance Repairer/Mason	5
Pump Station Operator	5
Senior Stock Clerk	4
Senior Water Repairer	6
Sewage Plant Operator	5
Sewer Equip Operator	7
Sr. Pump Station Operator	7
Sr. Water Meter Reader/Meter Repairer	6
WATER METER READER/REPAIRER	5
WATER METER REPAIRER/READER	5
Water Repairer	5
WATER SERVICE INSPECTOR	8



APPENDIX A  
CONTINUED

POSITION TITLE GRADES

DEPARTMENT OF PUBLIC WORKS

<u>TITLE</u>	<u>GRADE</u>
Assistant Parks Foreman	8
Assistant Laborer Foreman	8
Building Maintenance Worker	4
Building Service Worker	3
<b>CARPENTER</b>	8
Comfort Station Attendant	2
Equipment Operator	6
Laborer	4
Maintenance Repairer - Carpenter	6
<b>MAINTENANCE REPAIRER/PAINTER</b>	5
<b>MASON</b>	6
Mechanic	6
Parking Meter Repairer/Collector	6
Senior Maintenance Repairer/Carpenter	7
Senior Mechanic	7
Senior Building Maintenance Worker	5
<b>SR. MECHANIC-FIRE APPARATUS</b>	9
Sr. Traffic Maintenance Worker	6
Sr. Traffic Signal Electrician	9
Tire Service Repairer	5
Traffic Maintenance Foreman	9
Traffic Maintenance Worker	5
Traffic Signal Electrician	7
<b>TRUCK DRIVER</b>	5

APPENDIX A  
CONTINUED

POSITION TITLE GRADES

ADMINISTRATIVE DEPARTMENT TITLES

<u>TITLE</u>	<u>GRADE</u>
Administrative Clerk	7
Cashier	4
Clerk Transcriber	4
Clerk Typist	4
Investigator-Consumer Affairs/Senior Clerk Typist	6
Microfilm Machine Operator/Clerk Typist	4
Permit Clerk/Typing--Registrar of Vital Statistics	6
Principal Assessing Clerk	6
Principal Clerk Typist	6
Principal Tax Clerk	6
Senior Account Clerk (Typing)	5
Senior Cashier	5
Senior Clerk Stenographer	5
Senior Clerk Transcriber	5
Senior Clerk Typist	5
Senior Timekeeper	5
Special Activities Supervisor	6
Tax Clerk (Typing)	4
Welfare Interviewer/Typing	4



# APPENDIX B

<u>GRADE</u>	<u>1990 MINIMUM</u>	<u>1990 MAXIMUM</u>
1	10,168	15,240
2	10,631	16,137
3	11,094	17,352
4	11,557	17,903
5	12,020	18,539
6	12,483	18,870
7	12,947	19,888
8	13,410	20,623
9	13,873	21,259
10	14,336	22,064
11	14,799	22,868
12	15,262	23,672
13	15,725	24,490

APPENDIX C

<u>GRADE</u>	<u>1991 MINIMUM</u>	<u>1991 MAXIMUM</u>
1	10,727	16,078
2	11,216	17,025
3	11,704	18,306
4	12,193	18,888
5	12,681	19,559
6	13,170	19,908
7	13,659	20,982
8	14,148	21,757
9	14,636	22,428
10	15,124	23,278
11	15,613	24,126
12	16,101	24,974
13	16,590	25,837

# APPENDIX D

<u>GRADE</u>	<u>1992 MINIMUM</u>	<u>1992 MAXIMUM</u>
1	11,371	17,043
2	11,889	18,047
3	12,406	19,404
4	12,925	20,021
5	13,442	20,733
6	13,960	21,102
7	14,479	22,241
8	14,997	23,062
9	15,514	23,774
10	16,031	24,675
11	16,550	25,574
12	17,067	26,472
13	17,585	27,387